

EXHIBIT B

ReedSmith

Morgan W. Tovey
Direct Phone: 415.659.5928
Email: mtovey@reedsmith.com

Reed Smith LLP
Two Embarcadero Center
Suite 2000
San Francisco, CA 94111
415.543.8700
Fax 415.391.8269

July 20, 2004

VIA FACSIMILE AND U.S. MAIL

John D. Giffin
Keesal, Young & Logan
Four Embarcadero Center, Suite 1500
San Francisco, CA 94111

Re: ASAT v. Motorola
File No. 353281.01090

Dear John:

In follow up to our conversation on July 9, 2004, we have enclosed notices for the depositions of Tung Lok Li and Joseph Martin. As we discussed, we are open to coordinating with you if there are more convenient dates for you and your client. If so, please contact me as soon as possible to discuss.

Very truly yours,


Morgan W. Tovey

LONDON ♦ NEW YORK ♦ LOS ANGELES ♦ SAN FRANCISCO ♦ WASHINGTON, D.C. ♦ PHILADELPHIA ♦ PITTSBURGH ♦ OAKLAND ♦ PRINCETON
FALLS CHURCH ♦ WILMINGTON ♦ NEWARK ♦ MIDLANDS, U.K. ♦ CENTURY CITY ♦ RICHMOND ♦ HARRISBURG ♦ LEESBURG ♦ WESTLAKE VILLAGE

reedsmith.com

REED SMITH CROSBY HEAFEY LLP
A limited liability partnership formed in the State of Delaware. "Reed Smith" and "Reed Smith Crosby Heafey LLP" refer to Reed Smith LLP and related entities.

1 Scott D. Baker (State Bar. No. 084923)
2 Morgan W. Tovey (State Bar No. 136242)
3 Kerry Hopkins (State Bar No. 219406)
4 Elizabeth A. Tedesco (State Bar No. 221162)
5 REED SMITH LLP
6 Two Embarcadero Center, Suite 2000
7 San Francisco, CA 94111
8 **Mailing Address:**
9 P.O. Box 7936
10 San Francisco, CA 94120-7936
11 Telephone: 415.543.8700
12 Facsimile: 415.391.8269
13

14 Attorneys for Defendant and Counterclaimant
15 MOTOROLA, INC.

16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA

18 ASAT HOLDINGS, LTD., and ASAT,
19 INC.,
20
21 Plaintiffs,
22
23 vs.
24
25 MOTOROLA, INC.,
26
27 Defendant.

No. C 03 01514 RS

**NOTICE OF DEPOSITION OF JOSEPH
MARTIN**

18 MOTOROLA, INC.,
19
20 Counterclaimant,
21
22 vs.
23 ASAT HOLDINGS, LTD., ASAT, INC.,
24 and QPL INTERNATIONAL
25 HOLDINGS, LTD. and ASAT LIMITED,
26
27 Counterdefendants.

28 No. C 03 01514 RS

DOCSSFO-12370078.1-KHOPKINS

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

2
3 PLEASE TAKE NOTICE that, pursuant to Rules 30 and 32 of the Federal Rules
4 of Civil Procedure, Defendant and Counterclaimant Motorola, Inc. ("Motorola") will take the
5 deposition of Joseph Martin at the offices of Reed Smith LLP, Two Embarcadero Center, 20th
6 Floor, San Francisco, California 94111, on August 31, 2004, commencing at 9:00 a.m. The
7 deposition shall be taken under oath and recorded stenographically (including by instant visual
8 display) and/or by videotape, and shall continue from day to day, excluding Sundays and
9 holidays, until completed and adjourned.

10
11 Pursuant to Rules 30 and 34 of the Federal Rules of Civil Procedure, Mr. Martin is
12 required to produce at his deposition the documents and things described on Exhibit A attached
13 hereto.

14
15 DATED: July 20, 2004.

16
17 REED SMITH LLP

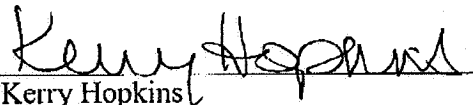
18
19 By 
20 Kerry Hopkins
21 Attorneys for Defendant
22 Motorola, Inc.
23
24
25
26
27
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EXHIBIT A

DEFINITIONS

The following terms have the meanings indicated below:

1. The term "**MOTOROLA**" refers to Defendant and Counterclaimant Motorola, Inc., and includes all subsidiaries, predecessors or successors-in-interest, officers, directors, employees, agents, contractors, and other persons controlled by or acting on behalf of Motorola, Inc.

2. The terms "**QPL**" refers to Counterdefendant QPL International Holdings, Ltd., and includes all subsidiaries, divisions, predecessors or successors-in-interest, affiliates, parents, officers, directors, employees, agents, contractors, and other persons controlled by or acting on behalf of QPL.

3. The term "**ASAT ENTITIES**" refers collectively to Plaintiffs and Counterdefendants ASAT Holdings, Ltd. and ASAT, Inc. and Counterdefendant ASAT Limited, and includes all subsidiaries, divisions, predecessors or successors-in-interest, affiliates, parents, officers, directors, employees, agents, contractors, and other persons controlled by or acting on behalf of the **ASAT ENTITIES**.

4. The term "**PERSON**" refers to natural persons, corporations, firms, proprietorships, partnerships, trusts, joint ventures, groups, associations, institutes, organizations, and any other business, governmental or legal entities, including any divisions, departments, and units thereof.

1 5. **"IMMUNITY AGREEMENT,"** as used herein, refers to the October 1, 1993
2 Immunity Agreement executed by **MOTOROLA** and **QPL**.

3
4 6. **"BGA,"** as used herein, refers to ball grid arrays or ball grid array packages,
5 including **FPBGA**, **PBGA**, **Glob Top**, **FxPBGA** and **INT-HS_BGA** packages.

6
7 7. **"FPBGA"** refers specifically to fine pitch ball grid arrays or fine pitch ball grid
8 array packages.

9
10 8. **"SUBSCRIPTION AGREEMENT"** as used herein, refers to the agreement
11 dated October 29, 1999 among, including others, Chase Asia Investment Partners II (Y), LLC,
12 QPL International Holdings, Ltd., ASAT Limited and ASAT Holdings, Ltd.

13
14 9. The use of the singular shall be deemed to include the plural, and use of one
15 gender shall include all others as appropriate in the context.

16
17 10. The terms "and" and "or" mean either the conjunctive or the disjunctive as context
18 may require so that the meaning is inclusive rather than exclusive.

19
20 11. The term "including" means including but not limited to.

21
22 12. The term "each" means each and every.

23
24 13. The term "any" means any and all.

25
26 14. The terms "relate to" and/or "relating to" request all documents and tangible things
27 which in any way explicitly or implicitly refer to, or could be reasonably construed to refer to, the
28 subject matter of the request, including, but not limited to, all documents and tangible things,

1 which reflect, record, memorialize, discuss, consider, review or report on the subject matter of the
2 request.

3
4 15. The term "**COMMUNICATION**" is used in the broadest possible sense, and
5 means any transmission or exchange of information from one person or entity to another, by any
6 means.

7
8 16. The term "**DOCUMENT**" is used in the broadest possible sense, and means,
9 without limitation, any written, printed, typed, photostatic, photographed, recorded or otherwise
10 reproduced **COMMUNICATION** or representation, whether comprised of letters, words,
11 numbers, pictures, sounds or symbols, or any notes, records, letters, envelopes, telegrams,
12 messages, studies, analyses, contracts, agreements, projections, estimates, working papers,
13 summaries, statistical statements, financial statements or work papers, accounts, analytical
14 records, reports and/or summaries of investigations, opinions or reports of consultants, opinions
15 or reports of accountants, or other reports, trade letters, press releases, comparisons, books,
16 diaries, articles, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins,
17 notices, forecasts, drawings, diagrams, instructions, minutes of meetings or other
18 **COMMUNICATIONS** of any type, including interoffice and intra office
19 **COMMUNICATIONS** of any type, questionnaires and surveys, charts, graphs, photographs,
20 phonographs, films, videotapes, disks, data cells, drums, printouts and all other data compilations
21 from which information can be obtained, any preliminary versions, drafts or revisions of any kind
22 of the foregoing, and other writings or **DOCUMENTS** of whatever description or kind, whether
23 produced or authored by **QPL** or by anyone else, including non-identical copies of any of the
24 foregoing, now in **QPL**'s possession, custody, or control.

INSTRUCTIONS

1. If any portion of a document or tangible thing is responsive to a request, the entire document or tangible thing shall be produced, redacting only privileged material, if any.

2. You are to produce the original and each non-identical copy of each document or tangible thing requested herein which is in your possession, custody or control.

3. Documents produced pursuant to these requests shall be produced in the original files and shall not be shuffled or otherwise rearranged. Documents which were stapled, clipped or otherwise fastened together shall be produced in that form.

4. Tangible things produced pursuant to these requests shall be produced in their present form and shall not be changed or modified in any way.

5. These requests are of a continuing nature, and any additional responsive documents discovered subsequent to the scheduled date of production herein should promptly be produced to Defendant.

6. If you claim that the attorney-client privilege or any other privileges may be applicable to any document or written communication, the production of which is sought by these requests, you shall, where applicable:

a. Describe generally the subject matter of the document and/or communication;

b. Identify the author and recipients of the documents;

1 c. Identify the participants in and witnesses to, the communication and all
2 other persons to whom the substance of such communications has been disclosed;

3
4 d. State the date on which the document was prepared or that communication
5 was made;

6
7 e. Identify each person who has ever had possession, custody or control of the
8 document or any copy thereof; and

9
10 f. Provide sufficient further information concerning the document and/or
11 communication to explain the privilege and to allow a court to adjudicate the propriety of such
12 claim.

13
14 **DOCUMENTS REQUESTED**

15
16
17 **REQUEST FOR PRODUCTION NO. 1:** All contracts or agreements between QPL and
18 MOTOROLA relating to BGAs, including, but not limited to, drafts of such contracts or
19 agreements, and appendices, addenda, exhibits or attachments to such contracts or agreements.

20
21 **REQUEST FOR PRODUCTION NO. 2:** All DOCUMENTS relating to the negotiation or
22 drafting of any contracts or agreements between QPL and MOTOROLA relating to BGAs.

23
24 **REQUEST FOR PRODUCTION NO. 3:** All DOCUMENTS interpreting or analyzing any
25 contracts or agreements between QPL and MOTOROLA.

1 **REQUEST FOR PRODUCTION NO. 4:** All DOCUMENTS relating to the drafting and
2 negotiation of the IMMUNITY AGREEMENT, including any amendments, addenda,
3 appendices, exhibits or attachments to the IMMUNITY AGREEMENT.

4
5 **REQUEST FOR PRODUCTION NO. 5:** All COMMUNICATIONS between QPL and
6 MOTOROLA relating to the IMMUNITY AGREEMENT.

7
8 **REQUEST FOR PRODUCTION NO. 6:** All COMMUNICATIONS between QPL and any
9 of the ASAT ENTITIES relating to the IMMUNITY AGREEMENT.

10
11 **REQUEST FOR PRODUCTION NO. 7:** All COMMUNICATIONS between QPL and any
12 of the ASAT ENTITIES relating to this litigation.

13
14 **REQUEST FOR PRODUCTION NO. 8:** All COMMUNICATIONS between QPL and any
15 of the ASAT ENTITIES relating to MOTOROLA.

16
17 **REQUEST FOR PRODUCTION NO. 9:** All DOCUMENTS relating to the formation of
18 ASAT Holdings, Ltd.

19
20 **REQUEST FOR PRODUCTION NO. 10:** All DOCUMENTS relating to the transfer of any
21 assets from QPL to any of the ASAT ENTITIES.

22
23 **REQUEST FOR PRODUCTION NO. 11:** All DOCUMENTS relating to the
24 SUBSCRIPTION AGREEMENT.

25
26 **REQUEST FOR PRODUCTION NO. 12:** All contracts or agreements between QPL and any
27 of the ASAT ENTITIES relating to the formation of ASAT Holdings, Ltd., including, but not
28

1 limited to, drafts of such contracts or agreements, and appendices, addenda, exhibits or
2 attachments to such contracts or agreements.

3
4 **REQUEST FOR PRODUCTION NO. 13:** All contracts or agreements between **QPL** and any
5 of the **ASAT ENTITIES** relating to **MOTOROLA**, including, but not limited to, drafts of such
6 contracts or agreements, and appendices, addenda, exhibits or attachments to such contracts or
7 agreements.

8
9 **REQUEST FOR PRODUCTION NO. 14:** All **DOCUMENTS** relating to **QPL's** performance
10 under the **IMMUNITY AGREEMENT**.

11
12 **REQUEST FOR PRODUCTION NO. 15:** All **DOCUMENTS** relating to any royalties paid by
13 **QPL** to **MOTOROLA**.

14
15 **REQUEST FOR PRODUCTION NO. 16:** All **COMMUNICATIONS** between **QPL** and any
16 third party relating to the **IMMUNITY AGREEMENT**.

17
18 **REQUEST FOR PRODUCTION NO. 17:** All **COMMUNICATIONS** between **QPL** and any
19 third party relating to this litigation.

20
21 **REQUEST FOR PRODUCTION NO. 18:** **DOCUMENTS** sufficient to identify unit sales by
22 **QPL** or any of **QPL's** subsidiaries of **BGA** products (including **FPBGA** products) from October
23 1, 1993 through December 31, 2002 by product/part number, including, but not limited to,
24 monthly, quarterly and annual reports of such unit sales.

25
26 **REQUEST FOR PRODUCTION NO. 19:** All **DOCUMENTS** relating to any analysis or
27 comparison of **FPBGAs** to any other type of **BGA** product.

1 **REQUEST FOR PRODUCTION NO. 20:** All DOCUMENTS relating to QPL's affirmative
2 defense that MOTOROLA's claims are barred by the doctrine of waiver.

3
4 **REQUEST FOR PRODUCTION NO. 21:** All DOCUMENTS relating to QPL's affirmative
5 defense that MOTOROLA's claims are barred by the doctrine of estoppel.

6
7 **REQUEST FOR PRODUCTION NO. 22:** All DOCUMENTS relating to QPL's affirmative
8 defense that MOTOROLA's claims are barred by the doctrine of laches.

9
10 **REQUEST FOR PRODUCTION NO. 23:** All DOCUMENTS relating to QPL's affirmative
11 defense that MOTOROLA failed to perform certain conditions precedent required by the
12 **IMMUNITY AGREEMENT.**

13
14 **REQUEST FOR PRODUCTION NO. 24:** All DOCUMENTS relating to QPL's affirmative
15 defense that MOTOROLA failed to perform all conditions, covenants and promises required by
16 the **IMMUNITY AGREEMENT.**

17
18 **REQUEST FOR PRODUCTION NO. 25:** All DOCUMENTS relating to QPL's affirmative
19 defense that MOTOROLA's claims are barred for patent misuse.

20
21 **REQUEST FOR PRODUCTION NO. 26:** DOCUMENTS sufficient to identify the percentage
22 of QPL's present ownership in any of the **ASAT ENTITIES.**

23
24 **REQUEST FOR PRODUCTION NO. 27:** DOCUMENTS sufficient to identify all of QPL's
25 corporate officers and directors.

26
27 **REQUEST FOR PRODUCTION NO. 28:** All DOCUMENTS relating to QPL's document
28 retention policies since October 1, 1993.

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, Two Embarcadero Center, Suite 2000, San Francisco, CA 94111. On July 20, 2004, I served the following document(s) by the method indicated below:

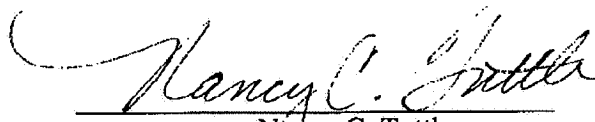
NOTICE OF DEPOSITION OF JOSEPH MARTIN

- ☒ by transmitting via facsimile on this date the document(s) listed above to the fax number(s) set forth below. The transmission was reported complete and without error.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.
- ☐ by placing the document(s) listed above in a sealed envelope(s) and by causing personal delivery of the envelope(s) to the person(s) at the address(es) set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above in a sealed envelope(s) and consigning it to Federal Express for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below.

Michael A. Ladra, Esq.
James C. Yoon, Esq.
David H. Kramer, Esq.
Theresa Norton, Esq.
WILSON SONSINI GOODRICH & ROSATI
650 Page Mill Road
Palo Alto, CA 94304-1050

Philip McLeod, Esq.
John D. Giffin, Esq.
KEESAL, YOUNG & LOGAN
Four Embarcadero Center, Suite 1500
San Francisco, CA 94111

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on July 20, 2004, at San Francisco, California.


Nancy C. Tuttle

1 Scott D. Baker (State Bar. No. 084923)
2 Morgan W. Tovey (State Bar No. 136242)
3 Kerry Hopkins (State Bar No. 219406)
4 Elizabeth A. Tedesco (State Bar No. 221162)
5 REED SMITH LLP
6 Two Embarcadero Center, Suite 2000
7 San Francisco, CA 94111
8 **Mailing Address:**
9 P.O. Box 7936
10 San Francisco, CA 94120-7936
11 Telephone: 415.543.8700
12 Facsimile: 415.391.8269

13 Attorneys for Defendant and Counterclaimant
14 MOTOROLA, INC.

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA

17 ASAT HOLDINGS, LTD., and ASAT,
18 INC.,

19 Plaintiffs,

20 vs.

21 MOTOROLA, INC.,

22 Defendant.

23 MOTOROLA, INC.,

24 Counterclaimant,

25 vs.

26 ASAT HOLDINGS, LTD., ASAT, INC.,
27 and QPL INTERNATIONAL
28 HOLDINGS, LTD. and ASAT LIMITED,

Counterdefendants.

No. C 03 01514 RS

**NOTICE OF DEPOSITION OF TUNG
LOK LI**

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

2
3 PLEASE TAKE NOTICE that, pursuant to Rules 30 and 32 of the Federal Rules
4 of Civil Procedure, Defendant and Counterclaimaint Motorola, Inc. ("Motorola") will take the
5 deposition of Tung Lok Li at the offices of Reed Smith LLP, Two Embarcadero Center, 20th
6 Floor, San Francisco, California 94111, on September 1, 2004, commencing at 9:00 a.m. The
7 deposition shall be taken under oath and recorded stenographically (including by instant visual
8 display) and/or by videotape, and shall continue from day to day, excluding Sundays and
9 holidays, until completed and adjourned.

10
11 Pursuant to Rules 30 and 34 of the Federal Rules of Civil Procedure, Mr. Li is
12 required to produce at his deposition the documents and things described on Exhibit A attached
13 hereto.

14
15 DATED: July 20, 2004.

16
17 REED SMITH LLP

18
19 By Kerry Hopkins
20 Kerry Hopkins
21 Attorneys for Defendant
22 Motorola, Inc.
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EXHIBIT A

DEFINITIONS

The following terms have the meanings indicated below:

1. The term "**MOTOROLA**" refers to Defendant and Counterclaimant Motorola, Inc., and includes all subsidiaries, predecessors or successors-in-interest, officers, directors, employees, agents, contractors, and other persons controlled by or acting on behalf of Motorola, Inc.
2. The terms "**QPL**" refers to Counterdefendant QPL International Holdings, Ltd. and includes all subsidiaries, divisions, predecessors or successors-in-interest, affiliates, parents, officers, directors, employees, agents, contractors, and other persons controlled by or acting on behalf of QPL.
3. The term "**ASAT ENTITIES**" refers collectively to Plaintiffs and Counterdefendants ASAT Holdings, Ltd. and ASAT, Inc. and Counterdefendant ASAT Limited, and includes all subsidiaries, divisions, predecessors or successors-in-interest, affiliates, parents, officers, directors, employees, agents, contractors, and other persons controlled by or acting on behalf of the **ASAT ENTITIES**.
4. The term "**PERSON**" refers to natural persons, corporations, firms, proprietorships, partnerships, trusts, joint ventures, groups, associations, institutes, organizations, and any other business, governmental or legal entities, including any divisions, departments, and units thereof.

1 5. **"IMMUNITY AGREEMENT,"** as used herein, refers to the October 1, 1993
2 Immunity Agreement executed by **MOTOROLA** and **QPL**.

3
4 6. **"BGA,"** as used herein, refers to ball grid arrays or ball grid array packages,
5 including **FPBGA**, **PBGA**, **Glob Top**, **FxPBGA** and **INT-HS_BGA** packages.

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7 7. **"FPBGA"** refers specifically to fine pitch ball grid arrays or fine pitch ball grid
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10 8. **"SUBSCRIPTION AGREEMENT"** as used herein, refers to the agreement
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12 QPL International Holdings, Ltd., ASAT Limited and ASAT Holdings, Ltd.

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15 gender shall include all others as appropriate in the context.

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17 10. The terms "and" and "or" mean either the conjunctive or the disjunctive as context
18 may require so that the meaning is inclusive rather than exclusive.

19
20 11. The term "including" means including but not limited to.

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22 12. The term "each" means each and every.

23
24 13. The term "any" means any and all.

25
26 14. The terms "relate to" and/or "relating to" request all documents and tangible things
27 which in any way explicitly or implicitly refer to, or could be reasonably construed to refer to, the
28 subject matter of the request, including, but not limited to, all documents and tangible things,

1 which reflect, record, memorialize, discuss, consider, review or report on the subject matter of the
2 request.

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4 15. The term "**COMMUNICATION**" is used in the broadest possible sense, and
5 means any transmission or exchange of information from one person or entity to another, by any
6 means.

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8 16. The term "**DOCUMENT**" is used in the broadest possible sense, and means,
9 without limitation, any written, printed, typed, photostatic, photographed, recorded or otherwise
10 reproduced **COMMUNICATION** or representation, whether comprised of letters, words,
11 numbers, pictures, sounds or symbols, or any notes, records, letters, envelopes, telegrams,
12 messages, studies, analyses, contracts, agreements, projections, estimates, working papers,
13 summaries, statistical statements, financial statements or work papers, accounts, analytical
14 records, reports and/or summaries of investigations, opinions or reports of consultants, opinions
15 or reports of accountants, or other reports, trade letters, press releases, comparisons, books,
16 diaries, articles, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins,
17 notices, forecasts, drawings, diagrams, instructions, minutes of meetings or other
18 **COMMUNICATIONS** of any type, including interoffice and intra office
19 **COMMUNICATIONS** of any type, questionnaires and surveys, charts, graphs, photographs,
20 phonographs, films, videotapes, disks, data cells, drums, printouts and all other data compilations
21 from which information can be obtained, any preliminary versions, drafts or revisions of any kind
22 of the foregoing, and other writings or **DOCUMENTS** of whatever description or kind, whether
23 produced or authored by **QPL** or by anyone else, including non-identical copies of any of the
24 foregoing, now in **QPL**'s possession, custody, or control.

INSTRUCTIONS

1. If any portion of a document or tangible thing is responsive to a request, the entire document or tangible thing shall be produced, redacting only privileged material, if any.

2. You are to produce the original and each non-identical copy of each document or tangible thing requested herein which is in your possession, custody or control.

3. Documents produced pursuant to these requests shall be produced in the original files and shall not be shuffled or otherwise rearranged. Documents which were stapled, clipped or otherwise fastened together shall be produced in that form.

4. Tangible things produced pursuant to these requests shall be produced in their present form and shall not be changed or modified in any way.

5. These requests are of a continuing nature, and any additional responsive documents discovered subsequent to the scheduled date of production herein should promptly be produced to Defendant.

6. If you claim that the attorney-client privilege or any other privileges may be applicable to any document or written communication, the production of which is sought by these requests, you shall, where applicable:

a. Describe generally the subject matter of the document and/or communication;

b. Identify the author and recipients of the documents;

1 c. Identify the participants in and witnesses to, the communication and all
2 other persons to whom the substance of such communications has been disclosed;

3
4 d. State the date on which the document was prepared or that communication
5 was made;

6
7 e. Identify each person who has ever had possession, custody or control of the
8 document or any copy thereof; and

9
10 f. Provide sufficient further information concerning the document and/or
11 communication to explain the privilege and to allow a court to adjudicate the propriety of such
12 claim.

13
14 **DOCUMENTS REQUESTED**

15
16
17 **REQUEST FOR PRODUCTION NO. 1:** All contracts or agreements between QPL and
18 MOTOROLA relating to BGAs, including, but not limited to, drafts of such contracts or
19 agreements, and appendices, addenda, exhibits or attachments to such contracts or agreements.

20
21 **REQUEST FOR PRODUCTION NO. 2:** All DOCUMENTS relating to the negotiation or
22 drafting of any contracts or agreements between QPL and MOTOROLA relating to BGAs.

23
24 **REQUEST FOR PRODUCTION NO. 3:** All DOCUMENTS interpreting or analyzing any
25 contracts or agreements between QPL and MOTOROLA.

1 **REQUEST FOR PRODUCTION NO. 4:** All DOCUMENTS relating to the drafting and
2 negotiation of the IMMUNITY AGREEMENT, including any amendments, addenda,
3 appendices, exhibits or attachments to the IMMUNITY AGREEMENT.

4
5 **REQUEST FOR PRODUCTION NO. 5:** All COMMUNICATIONS between QPL and
6 MOTOROLA relating to the IMMUNITY AGREEMENT.

7
8 **REQUEST FOR PRODUCTION NO. 6:** All COMMUNICATIONS between QPL and any
9 of the ASAT ENTITIES relating to the IMMUNITY AGREEMENT.

10
11 **REQUEST FOR PRODUCTION NO. 7:** All COMMUNICATIONS between QPL and any
12 of the ASAT ENTITIES relating to this litigation.

13
14 **REQUEST FOR PRODUCTION NO. 8:** All COMMUNICATIONS between QPL and any
15 of the ASAT ENTITIES relating to MOTOROLA.

16
17 **REQUEST FOR PRODUCTION NO. 9:** All DOCUMENTS relating to the formation of
18 ASAT Holdings, Ltd.

19
20 **REQUEST FOR PRODUCTION NO. 10:** All DOCUMENTS relating to the transfer of any
21 assets from QPL to any of the ASAT ENTITIES.

22
23 **REQUEST FOR PRODUCTION NO. 11:** All DOCUMENTS relating to the
24 SUBSCRIPTION AGREEMENT.

25
26 **REQUEST FOR PRODUCTION NO. 12:** All contracts or agreements between QPL and any
27 of the ASAT ENTITIES relating to the formation of ASAT Holdings, Ltd., including, but not
28

1 limited to, drafts of such contracts or agreements, and appendices, addenda, exhibits or
2 attachments to such contracts or agreements.

3
4 **REQUEST FOR PRODUCTION NO. 13:** All contracts or agreements between QPL and any
5 of the ASAT ENTITIES relating to MOTOROLA, including, but not limited to, drafts of such
6 contracts or agreements, and appendices, addenda, exhibits or attachments to such contracts or
7 agreements.

8
9 **REQUEST FOR PRODUCTION NO. 14:** All DOCUMENTS relating to QPL's performance
10 under the IMMUNITY AGREEMENT.

11
12 **REQUEST FOR PRODUCTION NO. 15:** All DOCUMENTS relating to any royalties paid by
13 QPL to MOTOROLA.

14
15 **REQUEST FOR PRODUCTION NO. 16:** All COMMUNICATIONS between QPL and any
16 third party relating to the IMMUNITY AGREEMENT.

17
18 **REQUEST FOR PRODUCTION NO. 17:** All COMMUNICATIONS between QPL and any
19 third party relating to this litigation.

20
21 **REQUEST FOR PRODUCTION NO. 18:** DOCUMENTS sufficient to identify unit sales by
22 QPL or any of QPL's subsidiaries of BGA products (including FPBGA products) from October
23 1, 1993 through December 31, 2002 by product/part number, including, but not limited to,
24 monthly, quarterly and annual reports of such unit sales.

25
26 **REQUEST FOR PRODUCTION NO. 19:** All DOCUMENTS relating to any analysis or
27 comparison of FPBGAs to any other type of BGA product.

1 **REQUEST FOR PRODUCTION NO. 20:** All DOCUMENTS relating to QPL's affirmative
2 defense that MOTOROLA's claims are barred by the doctrine of waiver.

3
4 **REQUEST FOR PRODUCTION NO. 21:** All DOCUMENTS relating to QPL's affirmative
5 defense that MOTOROLA's claims are barred by the doctrine of estoppel.

6
7 **REQUEST FOR PRODUCTION NO. 22:** All DOCUMENTS relating to QPL's affirmative
8 defense that MOTOROLA's claims are barred by the doctrine of laches.

9
10 **REQUEST FOR PRODUCTION NO. 23:** All DOCUMENTS relating to QPL's affirmative
11 defense that MOTOROLA failed to perform certain conditions precedent required by the
12 IMMUNITY AGREEMENT.

13
14 **REQUEST FOR PRODUCTION NO. 24:** All DOCUMENTS relating to QPL's affirmative
15 defense that MOTOROLA failed to perform all conditions, covenants and promises required by
16 the IMMUNITY AGREEMENT.

17
18 **REQUEST FOR PRODUCTION NO. 25:** All DOCUMENTS relating to QPL's affirmative
19 defense that MOTOROLA's claims are barred for patent misuse.

20
21 **REQUEST FOR PRODUCTION NO. 26:** DOCUMENTS sufficient to identify the percentage
22 of QPL's present ownership in any of the ASAT ENTITIES.

23
24 **REQUEST FOR PRODUCTION NO. 27:** DOCUMENTS sufficient to identify all of
25 QPLR's corporate officers and directors.

26
27 **REQUEST FOR PRODUCTION NO. 28:** All DOCUMENTS relating to QPL's document
28 retention policies since October 1, 1993.

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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, Two Embarcadero Center, Suite 2000, San Francisco, CA 94111. On July 20, 2004, I served the following document(s) by the method indicated below:

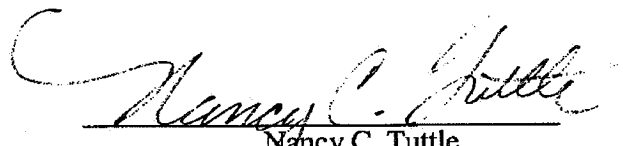
NOTICE OF DEPOSITION OF TUNG LOK LI

- ☒ by transmitting via facsimile on this date the document(s) listed above to the fax number(s) set forth below. The transmission was reported complete and without error.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.
- ☐ by placing the document(s) listed above in a sealed envelope(s) and by causing personal delivery of the envelope(s) to the person(s) at the address(es) set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above in a sealed envelope(s) and consigning it to Federal Express for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below.

Michael A. Ladra, Esq.
James C. Yoon, Esq.
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I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on July 20, 2004, at San Francisco, California.


Nancy C. Tuttle